EXECUTIVE ENGINEER (ELECTRICAL)
BENGALURU WEST CITY CORPORATION

TENDER DOCUMENT
KW - 2
(Works/Open tender/Item rate/ > Rs.20 lakhs, < Rs.50 lakhs)

BENGALURU WEST CITY CORPORATION

TENDER DOCUMENT FOR "Annual maintenance contract of Electrical Crematorium including replacement of Furnace coils, Refactory Materials and Periodical cleaning of Scrubbers using necessary spare parts, Tools and Skilled Man Power etc complete at Banashankari Electric crematorium in Devagiri Temple ward at ward No 190

TYPE OF TENDER	SHORT TERM TENDER/ ITEM RATE
TENDER NOTIFICATION NO AND DATE	: EE/ELE/BWCC/TN/02/2026-27, Dated: 05-06-2026
PACKAGE NAME	**Annual maintenance contract of Electrical Crematorium including replacement of Furnace coils, Refactory Materials and Periodical cleaning of Scrubbers using necessary spare parts, Tools and Skilled Man Power etc complete at Banashankari Electric crematorium in Devagiri Temple ward at ward No 190**
ESTIMATE COST(Rs.in Lakhs)	: 30.00 Lakhs
TENDER DOCUMENT AVAILABLE FROM	: 08-06-2026
LAST DATE AND TIME FOR SUBMISSION TENDERS	: 17-06-2026 upto 16.00 Hours
TIME AND DATE OF OPENING OF TECHNICAL TENDERS	: 19-06-2026 at 11.00 Hours
TIME AND DATE OF OPENING OF FINANCIAL TENDERS	: 20-06-2026 at 11.00 Hours

Executive Engineer (Electrical)

B.W.C.C

Contents

Section No.	Description	Page
1	INVITATION FOR TENDERS (IFT)	5
2	INSTRUCTIONS TO TENDERERS (ITT)	10
3.	FORM OF TENDER AND QUALIFICATION INFORMATION	17
4.	CONDITIONS OF CONTRACT (CC)	23
5	CONTRACT DATA	34
6	SPECIFICATIONS	36
7	DRAWINGS	37
8.	BILL OF QUANTITIES	38
9.	FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT	39

SECTION 1: INVITATION FOR TENDERS (IFT)

BENGALURU WEST CITY CORPORATION

TN.No:
EE(Ele)/BWCC/TN/02/2026-27

Office of the Executive Engineer (Ele)
B.W.C.C, # 98, 8th Cross,
Malleshwaram, Bangalore – 560 003.
Dated: 05-06-2026.

INVITATION FOR SHORT TERM TENDER
(Only through E-Procurement)

The Executive Engineer (Elec) invites tenders from eligible contractors for the works detailed in the table given below. The Contractors may submit tenders for any or all of the works given in the table in appropriate class registered in Bengaluru We st City Corporation/G.B.A/CPWD/KPWD/Railways/MES / any State or Central Govt. organization.

Tender documents may be downloaded from Government of Karnataka e-Procurement website https://kppp.karnataka.gov.in/eportal/index.seam under login for Contractors:

a. After login to Contractors, Please scroll down to the right side bottom to see List of Tenders, Please click there to find the details of NIT and download copy of the tender. The tender can be downloaded in the portal as per prescribed date and time published in the portal. Only Interested Contractors who wish to participate should remit on line transaction fee for tender after registering in the portal. The transaction fee is non-refundable if you wish to participate.

Tenders must be accompanied by earnest money deposit which should be paid online through e-Procurement portal using any of the following payment modes: Credit Card ,Direct Debit, National Electronic Fund Transfer (NEFT),Over the Counter (OTC).

Tenders must be electronically submitted (on-line through internet) within the date and time published in e-procurement portal. Tenders will be opened at prescribed time and date in the e-procurement portal , in the presence of the Contractors who wish to attend at the OFFICE OF THE EXECUTIVE ENGINEER (ELECTRICAL), BWCC, # 98, 1st Floor, 8th Cross, Malleshwaram, Bangalore – 560 003

Other details can be seen in the tender documents.

TABLE

Sl No	Ward No	Works Details	Category	Est Amt Lakhs)	Period for completion of Work	EMD in Rs	Tender Processing Fee	Class Of Contractor
1	32 & 37	Annual electrical M & R to Electrical Crematorium including replacement of furnace coils, refractory materials	**S.C**	47.50	365 Days	47500/-	As per K.P.P.	VALID ELECTRICAL INSPECTORATE LICENSE

		and periodic cleaning of scrubbers using necessary spare parts, tools and skilled man power etc,at ward no-37 Peenya and ward no-32 Kengeri of RR Nagar zone. CALL-3					Portal	Class I
	190	Annual maintenance contract of Electrical Crematorium including replacement of Furnace coils, Refactory Materials and Periodical cleaning of Scrubbers using necessary spare parts, Tools and Skilled Man Power etc complete at Banashankari Electric crematorium in Devagiri Temple ward at ward No 190	**General**	30.00	365 Days	60000/-	As per K.P.P. Portal	VALID ELECTRICAL INSPECTORATE LICENSE Class I

Calendar of events:

- Tender Forms available for downloading from 08-06-2026.
- Last date for submission of Tender Document is 17-06-2026 up to 16.00 Hours.
- Date of Opening of Tenders is on 19-06-2026 at 11.00 Hours.

TERMS & CONDITIONS:

1. Any reputed Individual / Company registered with B.W.C.C /G.B.A/ CPWD / KPWD / Railways / MES or any State Government Organizations having VALID ELECTRICAL INSPECTORATE LICENSE of appropriate Class are eligible to apply.
2. Certified Xerox copy of the valid Registration Certificate issued by B.W.C.C /G.B.A/ CPWD / KPWD / Railways / MES or any State Government Organizations and should be enclosed with the tender documents with valid electrical inspectorate license.
3. The Tender Document will form the part and parcel of the Agreement.
4. Within 20 days of the receipt of the letter of acceptance, the successful tenderer shall deliver to the employer a security deposit in any of the forms given below for an amount equivalent to 5% of the contract price plus additional security for unbalanced tenders in accordance with GOK Tender Norm for all works Difference Amount and Security Deposit in the form of FDR/Banker's cheque/Demand draft,/Pay Order in favour of Executive Engineer (Ele), B.W.C.C. Security deposit for an amount equivalent to 5% of the contract price of the works reserved for SC/ST category will be Deducted from every running bill / final bills of the contractor:
5. The Bengaluru West City Corporation reserves the right to accept / reject any or all the Tenders without assigning any reasons.

6. The Tender will remain valid for 90 Days after the Deadline Date for Tender Submission.
7. The Work shall be commenced with all Men and Machinery within 7 days from the Date of Work Order, failing which it would be presumed that the Successful Tenderer is not interested in the Work and Action will be taken to get the Work executed through Alternate Agency at the risk and cost of the Former Tenderer.
8. The SD amount will be returned after successful completion of ONE year.
9. The Tender Accepting Authority shall have the power to accept to reject any tender without assigning any reason thereof.
10. The Tenderer shall give one year Guarantee for the instruments and maintain for one year and replace such parts, fused out, burnt out and defective parts thereon at free of cost.
11. The contractor belonging to the Scheduled Castes or Scheduled Tribes shall be domicile of the State of Karnataka for more than 10 years. And certified copy of the same (certificate/document) shall be uploaded at the time of Tender.
12. Certified Xerox copies of the documents shall be enclosed along with the Tender, failing which the tender will be rejected.
13. Successful Contractor who is not registered in B.W.C.C/G.B.A shall Register with B.W.C.C/G.B.A before entering in to Agreement for Contract failing which the tender shall be rejected.
14. Successful Bidder shall have an office within B.W.C.C/G.B.A limits as the maintenance of Electrical installation in B.W.C.C buildings/street light maintenance within the defect and liability period shall be carried out without fail in case of non burning/working of electrical fixtures and repair of Electrical Installation of the respective work. And the Successful Bidder who is residing outside Bengaluru shall submit the details of office existing in B.W.C.C /G.B.A limits before entering into Agreement for Contract failing which the tender shall be rejected.
15. The Income Tax at the rate of 2.00%, SD at 5%, LWC at 1%, CBF at 0.1% and GST as per norms will be Deducted and certificate will be issued in favor of the Contractor from every running bill / final bills of the contractor:
16. Successful tenderer shall note that applicable GST shall be paid along with work bill on tender approved rates of Items whose Estimate rates are based on KPWD (Electrical) SR 2024-25. Extra GST shall not be payable on the Items whose Estimate rates are based on DATA rates or Previous KPWD SR Rates.
17. The work shall be carried out as per the directions of the B.W.C.C/G.B.A Engineer in-charge of work.
18. Black Listed Electrical Contractors / in Govt. / Quasi Govt. / Boards / B.W.C.C/G.B.A etc., are not eligible to quote, if found such Tenders will be rejected.
19. The successful Tenderer shall pay the Difference Cost if any and 5% Security Deposit within 20 days from the date of receipt of the intimation from this Office, failing which the Tender will get cancelled without any further notices.
20. The successful Tenderer shall execute an Agreement within 7 days from the date of receipt of the intimation from this Office, failing which the Tender will deem to be get cancelled.
21. The Successful Tenderer of Annual Maintenance work should submit the details of Employees working and submit the monthly payment Receipt.
22. The sample & make shall be got approved by the undersigned before Executing the work.
23. Further Details of the Work can be obtained from the Office of the Executive Engineer (Electrical), B.W.C.C, #98, 1st Floor, 8th Cross, Malleshwaram, Bangalore – 560 003 on all Working Days During office hours.
24. All the participants should produce all the original documents for verification whenever necessary.
25. Conditional tenders will not be accepted.
26. The Tender Notification along with Blank Tender Form will be accessible in the e-procurement website (www.kppp.karnataka.gov.in) .

-Sd/-
Executive Engineer (Elect)
Bengaluru West City Corporation

Copy to:

1. Copy Submitted to the Hon'ble Commissioner, BWCC for kind information
2. Copy Submitted to the Hon'ble Additional Commissioner (Development), BWCC for kind information
3. Copy to the Chief Engineer, BWCC for kind information.
4. Copy to the Public Relation officer, B.W.C.C for kind information and to publish in Leading Newspapers.
5. Copy to the DCIO (IT), B.W.C.C for kind information and to publish in B.W.C.C Website along with soft copy.
6. Copy to the DCF (B.W.C.C) for kind information.
7. Notice Board. And Office copy.

Executive Engineer (Electrical)

Bengaluru West City Corporation

SECTION 2: INSTRUCTIONS TO TENDERERS (ITT)

Table of Clauses

		Page No.
A.	**General**	
1.	Scope of Tender	10
2.	Eligible Tenderers	10
3.	Qualification Creteria	10
B.	**Tender Documents**	
4.	Content of Tender documents	13
5.	Amendment of Tender documents	13
6.	Documents comprising the Tender	13
7.	Tender prices	13
8.	Tender validity	13
9.	Earnest money deposit	14
10.	Format and signing of Tender	14
D.	**Submission of Tenders**	
11	As per kppp.karnataka.gov.in Portal Rules	
E.	**Tender opening and evaluation**	
12.	Tender will be Opening in the Office of the Executive Engineer (Electrical), B.W.C.C	
F.	**Award of contract**	
21.	Award of Contract	15
22	Employer's right to accept any Tender and to reject any or all Tenders	15
23.	Notification of award and signing of Agreement	15
24.	Security deposit / Difference Cost	15
25.	Corrupt or fraudulent practices	15

A. General

1. Scope of Tender

1.1 Executive Engineer (Ele) B.W.C.C, invites Tenders in accordance with KTPP rules 2000, From eligible tenderers, for the work of "**Annual maintenance contract of Electrical Crematorium including replacement of Furnace coils, Refactory Materials and Periodical cleaning of Scrubbers using necessary spare parts, Tools and Skilled Man Power etc complete at Banashankari Electric crematorium in Devagiri Temple ward at ward No 190**" of BWCC as detailed in Appendix "B . The tenderers may submit tenders for any or all of the works detailed in Appendix "B.

2.0 Eligible Tenderers

2.1 The Bidder shall have a valid Electrical Inspectorate License and shall be a registered electrical

Contractor of appropriate class with Bengaluru West City Corporation /GBA/ KPWD/ CPWD/ Railways/ MES/BDA/any other equivalent state/central government organisation in India. A copy of the 'valid Electrical license' shall be furnished along with the bid.

2.2 Tenderers shall not be under declaration of ineligibility for corrupt and fraudulent practices

Issued by the Government of Karnataka

2.3 Tenders from Joint ventures are not acceptable.

3.0 Qualifying Criteria:

a) The Bidder shall have a valid Electrical Inspectorate License and Shall be a registered electrical contractor of appropriate class with Bengaluru West City Corporation / GBA/KPWD/CPWD/Railways/MES/BDA/any other equivalent state/central government organisation in India. A copy of the 'valid Electrical license' shall be furnished along with the bid.

b) To qualify for award of this contract, each tenderer in his name should have Turnover in the **last five years (i.e.** 2020-21 to 2024-2025**) achieved in at least TWO financial years an average annual financial turnover of not less than the estimated cost under**.

c) The Bidder should have satisfactorily completed AS A PRIME CONTRACTOR single work of "**Electrical maintenance of Buildings, Hospital, Playground and Underpass CREMATORIUM " or "Single work of installation of electrical Accessories" of value not less than 50 % (Fifty percent) of ESTIMATED VALUE OF THE tender ie: 25.00 lakhs in any one of the previous five financial years** (2020-2025). in BWCC/KPWD/CPWD/Railways/MES/BDA/any other equivalent state/central government organizations in India. As a proof, the Bidder shall upload performance certificate/ Work done Certificate issued by the officer not below the rank of Executive Engineer of the organization for which the contract has been executed, indicating the satisfactory performance of the street/Hospital/Buildings lighting system.

d) The Bidder should have successfully executed similar single work of " **12-months period work of Annual Electrical maintenance of Buildings,**

BBMP Hospital, Playground and Underpass & CREMATORIUM" in BWCC/GBA/KPWD/CPWD/Railways/MES/BDA/any other equivalent state/central government organizations in India, where in for Annual Electrical maintenance of All Type of BWCC Buildings, BWCC Hospital, Playground Crematorium and Underpass (50% of the Work) **in any Two of the year during last five years** (2020-2025**) (Refer Appendix B for number of fittings in relevant category)** Certificate issued by the officer not below the rank of Executive Engineer shall be uploaded along with the technical bid of the Tender.

e) The Bidder shall register with labour department, Employees provident fund (EPF), and Employees state insurance (ESI). If exempted from registering under EPF and ESI, for the same an affidavit shall be submitted. The entire relevant documents shall be produced before executing agreement, failing which the tender shall be rejected.

f) The Bidder shall upload scanned copies of PAN Card, GST registration certificate along with technical bid.

G) For general category works

Assessed available tender capacity = (A*N*2.5 - B)

A = Maximum value of civil engineering works executed in any one year during the last five years *(updated to FY in which the tenders are invited. price level)* taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the works for which Tenders are invited.

B = Value, at (*FY in which the tenders are invited.*) price level, of existing commitments and on-going works to be completed during the next.....years *(period of completion of the works for which Tenders are invited)*

Note: *The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Employer in charge, not below the rank of an Executive Engineer or equivalent.*

3.2 Even though the tenderers meet the above criteria, they are subject to be disqualified if they have:

- made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or
- participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification.

B. Tender documents

4. Content of Tender document

The Tender document consists of :

I Technical Bid:

i. Section - 1 : Tender notification (IFT)
ii. Section - 2 : Instructions to Tenderers(ITT)
iii. Section - 3 : General conditions of contract (GCC)
iv. Documents/Schedules to be furnished by the bidder
    a. Form of Tender
    b. Letter of confirmation of Pre- tender visit
    c. Qualification Information
    d. Letter of Acceptance
    e. Notice to proceed with the work.
    f. Agreement form.
    g. Guidelines in maintenance of Building, Hospital play ground

II **Financial bid** – incorporating 'Schedule-B' (Schedule of rates)

5.0 Tender prices

5.1 The contract shall be for the complete works. The Bidder shall complete the Tender and the price Schedule indicated in part II '**Schedule-B'** furnished in the Tender documents.

5.2 Items of Works for which no rate or price has been entered in will not be paid for by the BWCC and shall be deemed covered by other rates and prices in the Contract.

5.3 All duties, taxes, and other levies shall be payable by the contractor under the contract, or for any other cause, shall be included in the rates, prices and total Tender Price submitted by the Bidder.

5.4 The tenderer shall ensure his eligibility to participate in the tender as per specified tender qualification criteria , Submitting tender without possessing minimum required tender qualification as per tender document

shall lead to forfieture of EMD submitted by him for the subject work and bid shall be rejected .

6.0 Validity of tenders:

The Tenders shall be valid for a period of **90 days** from the date of opening. Tenders valid for a shorter period are liable for rejection by BWCC without any correspondence in this regard.

In exceptional circumstances, prior to expiry of the original time limit, BWCC may request the Bidders to extend the period of validity for a specified additional period. The request and the Bidder's responses shall be made in writing. However, EMD of bidders who may refuse to extend the validity period shall not be forfeited. A Bidder agreeing to the request shall not be required or permitted to modify his tender, but will be required to extend the validity of his earnest money deposit for a period of the extension.

7.0. **Earnest Money Deposit (EMD)**:

All the bids must be accompanied by an EMD amount indicated in IFT / Appendix-B for each package, which has to be paid online through kppp.karnataka.gov.in portal.

8.0 Pre-tender site visit: As these works will be taken up at different places in different wards, to acquaint with the scope of work and area etc., and also to assess the quantities of work involved as part preparatory phase of tender, the bidder in his own interest and at his cost is advised to visit these places.

9.0 Tender documents may be download from the Website **https://kppp.karnataka.gov.in**

10.0 The Bidder may obtain further clarifications/information in respect of the tender document from the Office of the Executive Engineer(Ele.) BWCC during office hours.

11.0 BWCC is not responsible for not getting internet connection while downloading / uploading the Electronic bids/ documents.

12.0 The bids shall be strictly as per the formats and terms and conditions specified in the tender Documents. Lump sum tenders will not be considered. Separate tenders shall be submitted for Each package.

13.0 BWCC reserve the right to cancel or withdraw or modify the bid without assigning any reasons. Such decision shall not incur any liability whatsoever on the part of BWCC consequently.

14.0 Deadline for submission of tender:

Tenders must be submitted online through E-Procurement portal within the due date for submission as mentioned in the E-procurement portal (viz.., https://kppp.karanataka.gov.in .) BWCC at its discretion may review the various terms and conditions of tender and extend the deadline for submission of tenders by issuing an amendment in E-procurement portal.

15.0 Tenders must be electronically submitted (on-line though internet) within the due date and time Published in e-procurement portal. Tenders shall be opened at prescribed time and date in the e- procurement

portal, in the presence of the Bidders who wish to attend at the Office of the Executive Engineer(Ele.), WEST Zone BWCC.

16.0 The Bidders are required to upload both technical bids and financial bids through E- procurement portal only.

17.0 The bids shall be opened on the due date and time of opening as indicated in the E-procurement portal.

18.0 Rejection of tenders:-

18.1 BWCC reserves the right to accept or reject any Tenders, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without assigning any reasons, thereby without Incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the BWCC's action.

18.2 Bidders to note that, If the rates quoted for any item/items is/are unreasonably varying in comparission with the estimated rates by + (High) / - (less) 25% (Twenty five percent) , then Employer reserves the right to Rationalise entire tender quoted rates in accordence with overall quoted tender premium which shall be binding on the tenderer, failing which the tender shall be rejected.

18.3 The tenderer after becoming succesfull bidder If elected to withdraw from the tender then, EMD submitted by him for the subject work shall be forfited and his bid shall be rejected .Further he shall not be eligible to participate in the future 2 successive tender for the same nature of work.

19.0 Further, BWCC reserves the right to reject any Tender if,

a) At any time, a material misrepresentation is made or discovered
b) The bidder does not respond promptly and diligently to requests for supplemental information Required for evaluation of the tender.

20.0 Tenders which are not compliant with the tendering conditions and tenders with incomplete information shall be liable for rejection.

21.0 Any tender not containing sufficient descriptive material to describe accurately the qualification information may be treated as incomplete and hence liable to be rejected.

22.0 Oral statements made by the bidder at any time regarding the quality, quantity or any other matter will not be considered.

23.0 The tenders will be opened by the 'Engineer/Authority of BWCC', in the presence of the bidders or his authorized agents (who would have taken prior permission of BWCC in writing for deputing of such authorised person).

C. Award of Contract

Award of Contract:-

The BWCC will award the Contract to the Bidder whose Tender has been determined to be substantially responsive to the terms and conditions of Tender documents and who has offered the lowest evaluated Tender Price, provided that such Bidder has been determined to be qualified in accordance with the provisions of **Clause 3 of ITT (Qualifying Criteria**) of tender Document.

30.0 Notification of LOI and signing of Agreement

30.1. The Bidder whose Tender has been accepted will be notified for the award by BWCC prior to expiration of the Tender validity period by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of intent") will state the sum that BWCC will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

30.2 The "**letter of intent**" shall constitute the intimation of acceptance of the Contract.

30.3 The Agreement shall incorporate all agreements between the BWCC and the successful Bidder. The Successful Bidder shall enter in to agreement within 20 days from the date of intimation. Failing which it is presumed that, the Bidder has no interest in the tender and the work will be awarded to other eligible bidder forfeiting the EMD submitted by the defaulted Bidder.

30.4. The successful bidder shall submit 5% of approved tender amount as **performence security deposit** through such means as prescribed by prevailing rules of government of Karnataka in favour of "**The Commissioner, BWCC"** within 20 days from receipt of Letter of Acceptance.

31.0 Difference of cost

31.1 The following conditions are stipulated are also applicable to this tender: "The rate/amount quoted by the successful Bidder is less than the rate/amount of the amount put to tender, such bidder shall remit the Difference Amount through such means as prescribed by prevailing rules of government of karnataka, in favour of Executive Engineer (Elec) WEST zone, BWCC, at the time of Agreement. This Difference Amount will be returned after Satisfactory completion of the work without Interest. The Successful bidder shall extend the validity of submitted security instruments at his own cost, if the contract period is extended. Failure to comply with this condition, the tender shall be rejected and EMD amount shall be forfeited". The Difference amount shall be released **ONLY** after termination of the contract.

31.2 Failure of the successful Bidder to comply with the requirement of the tendering conditions shall

Constitute sufficient grounds for the annulment of the award and forfeiture of the earnest money deposit, in which event the BWCC may make the award to the next lowest evaluated Bidder or call for new tenders.

31.3 Upon award of tender to the successful Bidder, the BWCC will promptly notify the other Bidder that their Tenders have been unsuccessful.

32.0 The Bidders with "Qualifying requirements" are only eligible to submit the tenders. All the certificates/documents as prescribed for qualifying requirements shall be part of the bid.

32.1 Even though the Bidder/Tenderers meet the above criteria, they are subject to be disqualified if they have:

a) made misleading or false representations in the forms, statements and Attachments submitted in proof of the qualification requirements; and/or

b) record of 'poor performance' such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc. and/or

c) participated in previous tenders for the same work and had quoted unreasonably high/low tender prices and could not furnish rational justification.

32.2 In the event of the information furnished by the bidders is found to be False at any stage of tendering , BWCC at its discretion may take action against such bidders and forfeit the bid security, disqualifying the offer of such bidders and Blacklist the firm. In the event of the information furnished by the bidder is found to be False during the execution stage, then BWCC at its liberty may take action to cancel the Contract, besides forfeiting the performance guarantee and blacklist the firm recovering the losses and levy liquidated damages.

SECTION 3: FORMS OF TENDER, AND QUALIFICATION INFORMATION

TABLE OF FORMS:

- FORM OF TENDER
- QUALIFICATION INFORMATION
- LETTER OF ACCEPTANCE
- NOTICE TO PROCEED WITH THE WORK
- AGREEMENT FORM

Form of Tender

Description of the Works:.....
(To be filled in by the Employer before issue of the Tender document)

Tender

To : Executive Engineer (Electrical) B.W.C.C)
Address: .....
.....
(To be filled in by the Employer before issue of the Tender document)

GENTLEMEN,

We offer to execute the Works described above in accordance with the Conditions of Contract accompanying this Tender for the Contract Price of _____ **[in figures]** *(_____) [in letters].* *(To be filled in by the Tenderer, together with his particulars and date of submission at the bottom of the Form of Tender)*

This Tender and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any Tender you receive.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We hereby confirm that this Tender complies with the Tender validity and Earnest money deposit required by the Tender documents.

We attach herewith our current income-tax clearance certificate.

Yours faithfully,

Authorized Signature:

Name & Title of Signatory: _____

Name of Tenderer _____
Address: ----------

Qualification Information

The information to be filled in by the Tenderer hereunder will be used for purposes of computing Tender capacity as provided for in Clause 3 of the Instructions to Tenderers. This information will not be incorporated in the Contract.

1.1 Constitution or legal status of Tenderer [Attach copy]

Place of Registration _____
(Attach Copy)

Principal place of business: _____

1.2 Total value of civil engineering construction works executed and payments received in the last five years (in Rs. Lacs)
(**Attach Certificate from Chartered Accountant)**

2020-21 _____
2020-22 _____
2022-23 _____
2023-24_____
2024-25_____

Work performed as Prime Contractor (in the same name) on works of similar nature over during the five years specified in 1.2 above.

Project Name	Description of work	Contract Number	Value of Contract Rs. Lakhs	Date of issue of work order	Specified period of completion	Actual date of completion	Remarks explaining reasons for delay in completion of work
1	2	3	4	5	6	7	8

1.4 Information on works for which Tenders have been submitted and works which are yet to be completed as on the date of this Tender.

(A) Existing commitments and on-going works:

Description of work	Palce& State	Contract No. & date	Name & Address of Employer	Value of Contract (Rs. Lakhs)	Stipulated period of completion	Value of works remaining to be completed Rs. Lakhs *(The contractor shall enclose/attach all the necessary certificates duly attested by the employer)*	Anticipated date of completion
1	2	3	4	5	6	7	8

(A) Works for which Tenders already submitted:

Description of work	Palce & State	Name & Address of Employer	Estimated value of works (Rs.Lakhs)	Stipulated period of completion	Date when decision is expected	Remarks if any
1	2	3	4	5	6	7

1.5 Construction equipment owned by the tenderer and equipment proposed to be deployed on this contract, if awarded;

1.6 Reports on the financial standing of the tenderer, such as profit and loss statements and auditor's reports for the last five years;

1.7 Qualification and experience of the key technical and management personnel in permanent employment with the tenderer and those that are proposed to be deployed on this contract, if awarded.

1.8. Name, address, and telephone, telex, and fax numbers of the Tenderers' bankers who may provide references if contacted by the Employer.

1.9 Proposals for subcontracting components of works amounting to more than 20% of the contract price [for each, the qualifications and experience of the identified sub-contractor in the relevant fields should be attached.]

Letter of Acceptance

(letterhead paper of the Employer)

_____[date]

To: .....[name and address of the Contractor]

Dear Sirs,

This is to notify you that your Tender dated ..... for execution of the ..... *[name of the contract and identification number, as given in the Instructions to Tenderers]* for the Contract Price of Rupees .....(.....) *[amount in words and figures],* as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by our Agency.

You are hereby requested to furnish Security deposit, in the form detailed in Para 24.1 of ITT for an amount of Rs.———— within 20 days of the receipt of this letter of acceptance valid up to 30 days from the date of expiry of Defects Liability Period i.e. up to ..... and sign the contract, failing which action as stated in Para 24.3 of ITT will be taken.

Yours faithfully,

Authorized Signature

Name and Title of Signatory

Name of Agency

Issue of Notice to proceed with the work

(letterhead of the Employer)

———— (date)

To

——————————————— (name and address of the Contractor)

———————————————

———————————————

Dear Sirs:

Pursuant to your furnishing the requisite security deposit as stipulated in ITT Clause 24.1 and signing of the contract agreement for the construction of .....*(Name of the work)* a Tender Price of Rs....., you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

(Signature, name and title of signatory

authorized to sign on behalf of Employer)

Agreement Form

Agreement

This agreement, made the ..... day of .....20....., between.....*[name and address of Employer]* (hereinafter called "the Employer") of the one part and ....*[name and address of contractor]* (hereinafter called "the Contractor") of the other part.

Whereas the Employer is desirous that the Contractor execute ....*[name and identification number of Contract]* (hereinafter called "the Works") and the Employer has accepted the Tender by the Contractor for the execution and completion of such Works and the remedying of any defects therein at a contract price of Rupees .....

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
   - i) Letter of Acceptance;
   - ii) Notice to proceed with the works;
   - iii) Contractor's Tender;
   - iv) Contract Data;
   - v) Conditions of contract (including Special Conditions of Contract);
   - vi) Specifications;
   - vii) Drawings;
   - viii) Bill of Quantities; and
   - ix) Any other document listed in the Contract Data as forming part of the contract.

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of ..... was hereunto affixed in the presence of:
Signed, Sealed and Delivered by the said .....

in the presence of:

Binding Signature of Employer

……

Binding Signature of Contractor ……

SECTION 4: CONDITIONS OF CONTRACT

Table of Contents

A.	**General**	**Page No.**
	1. Definitions	25
	2. Interpretation	25
	3. Law governing contract	26
	4. Employers decisions	26
	5. Delegation	26
	6. Communications	26
	7. Subcontracting	26
	8. Other Contractors	26
	9. Personnel	26
	10. Employer's and Contractor's risks	26
	11. Employer's risks	26
	12 Contractor's risks	27
	13 Query about Contract Data	27
	14 Contractor to construct the Works	27
	15. The Works to be completed by Intended Completion Date	27
	16. Safety	27
	17. Discoveries	27
	18. Possession of the Site	27
	19. Access to the Site	27
	20. Instructions	27
B.	**Time Control**	
	21. Program	28
	22. Extension of the Intended Completion Date	28
	23. Delays ordered by the Employer	28
	24. Management meetings	28
C.	**Quality Control**	
	25. Identifying defects	29
	26. Tests	29
	27. Correction of defects	29
	28 Uncorrected defects	29
D.	**Cost Control**	
	29 Bill of Quantities (BOQ)	29
	30 Variations	29
	31. Payment for Variations	29
	32. Submission of bills for payment	30
	33 Payments	30
	34. Compensation events	30
	35. Tax	30
	36. Liquidated damages	31
	37. Cost of repairs	31
E	**Finishing of Contract**	

38. Completion 32
39. Taking Over 32
40. Final account 32
41. As built drawings 32
42. Termination 32
43 Payment upon termination 33
44. Property 33
45. Release from performance 33
F Special Conditions of Contract 33

Conditions of Contract

A. General

1. Definitions

1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Bold letters are used to identify defined terms.

Bill of Quantities means the priced and completed Bill of Quantities forming part of the Tender.
Compensation events are those defined in Clause 34 hereunder.
The **Completion Date** is the date of completion of the Works as certified by the Employer in accordance with Sub Clause38.1.
The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.3 below.
The **Contract Data** defines the documents and other information which comprise the Contract.
The **Contractor** is a person or corporate body whose Tender to carry out the Works has been accepted by the Employer.
The **Contractor's Tender** is the completed Tender document submitted by the Contractor to the Employer.
The **Contract price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
Days are calendar days; **months** are calendar months.
A **Defect** is any part of the Works not completed in accordance with the Contract.
The **Defects liability period** is the period named in the Contract Data and calculated from the Completion Date.
The **Employer** is the party who will employ the Contractor to carry out the Works.
Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
The **Initial Contract price** is the Contract Price listed in the Employer's Letter of Acceptance.
The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Employer by issuing an extension of time.
Materials are all supplies, including consumables, used by the contractor for incorporation in the Works.
Plant is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function.
The **Site** is the area defined as such in the Contract Data.
Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Employer.

The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates.

A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes work on the Site.

A **Variation** is an instruction given by the Employer which varies the Works.

The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data.

2. Interpretation

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Employer will provide instructions clarifying queries about the Conditions of Contract.

2.2 The documents forming the Contract shall be interpreted in the following order of priority:

(1) Agreement
(2) Letter of Acceptance, notice to proceed with the works
(3) Contractor's Tender
(4) Contract Data
(5) Conditions of Contract
(6) Specifications
(7) Drawings
(8) Bill of quantities and
(9) any other document listed in the Contract Data as forming part of the Contract.

3. Law governing contract

3.1 The law governing the Contract is the Laws of India supplanted by the Karnataka Local Acts.

4. Employer's decisions

4.1 Except where otherwise specifically stated, the Employer will decide contractual matters between the Employer and the Contractor .

5. Delegation

5.1 The Employer may delegate any of his duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

6. Communications

6.1 Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

7. Subcontracting

7.1 Deleted

8. Other Contractors

8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer.

9. Personnel

9.1 The Contractor shall employ the technical personnel (of number and qualifications) as may be stipulated by GOK from time to time during the execution of the work. The technical staff so employed shall be available at site as may be stipulated by the Employer.

9.2 If the Employer asks the Contractor to remove a person who is a member of the Contractor's staff or his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

10. Employer's and Contractor's risks

10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

11. Employer's risks

11.1 The Employer is responsible for the excepted risks which are (a) in so far as rebellion, riot commotion or disorder or (b) a cause due solely to the design of the Works, other than the Contractor's design.

12. Contractor's risks

12.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

13. Queries about the Contract Data

13.1 The Employer will clarify queries on the Contract Data.

14. Contractor to construct the Works

14.1 The Contractor shall construct the Works in accordance with the Specification and Drawings.

15. The Works to be completed by the Intended Completion Date

15.1 The Contractor may commence execution of the Works on the Start Date and complete them by the Intended Completion Date.

16. Safety

16.1 The Contractor shall be responsible for the safety of all activities on the Site.

17. Discoveries

17.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Contractor is to notify the Employer of such discoveries and carry out the Employer's instructions for dealing with them.

18. Possession of the Site

18.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Contract Data the Employer is deemed to have delayed the start of the relevant activities and this will be Compensation Event.

19. Access to the Site

19.1 The Contractor shall allow the Employer and any person authorized by the Employer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured / fabricated / assembled for the works.

20. Instructions

20.1 The Contractor shall carry out all instructions of the Employer which comply with the applicable laws where the Site is located.

B. Time Control

21. Program

21.1 Within the time stated in the Contract Data the Contractor shall submit to the Employer for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works.

21.2 The Employer's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Employer again at any time. A revised Program is to show the effect of Variations and Compensation Events.

22. Extension of the Intended Completion Date

22.1 The Employer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date.

22.2 The Employer shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Employer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information.

23. Delays ordered by the Employer

23.1 The Employer may instruct the Contractor to delay the start or progress of any activity within the Works.

24. Management meetings

24.1 The Employer may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the progress achieved and the plans for remaining work.

24.2 The responsibility of the parties for actions to be taken is to be decided by the Employer either at the management meeting or after the management meeting and stated in writing to be distributed to all who attended the meeting.

C. Quality Control

25. Identifying defects

25.1 The Employer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Employer may instruct the Contractor to search for a Defect and to uncover and test any work that the Employer considers may have a Defect

26. Tests

26.1 If the Employer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect the test shall be a Compensation Event.

27. Correction of defects

27.1 The Employer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

27.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Employer’s notice.

28. Uncorrected defects

28.1 If the Contractor has not corrected a Defect within the time specified in the Employer’s notice, the Employer will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

D. Cost Control

29. Bill of Quantities (BOQ)

29.1 The BOQ shall contain items for the construction, installation, testing, and commissioning work to be done by the Contractor.

29.2 The BOQ is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the BOQ for each item

30. Variations

30.1 The Employer shall have power to order the Contractor to do any or all of the following as considered necessary or advisable during the progress of the work by him

(a) Increase or decrease of any item of work included in the Bill of Quantities (BOQ);
(b) Omit any item of work;
(c) Change the character or quality or kind of any item of work;
(d) Change the levels, lines, positions and dimensions of any part of the work;
(e) Execute additional items of work of any kind necessary for the completion of the works; and
(f) Change in any specified sequence, methods or timing of construction of any part of the work.

30.2 The Contractor shall be bound to carry out the work in accordance with any instructions in this connection, which may be given to him in writing by the Employer and such alteration shall not vitiate or invalidate the contract.

30.3 Variations shall not be made by the Contractor without an order in writing by the Employer, provided that no order in writing shall be required for increase or decrease in the quantity of an item appearing in the BOQ so long as the work executed conforms to the approved drawings.

30.4 The Contractor shall promptly request in writing to the Employer to confirm verbal orders and the officer issuing oral instructions shall confirm it in writing within 30 days,

failing which the work shall be carried out as though there is no variation. In case variation is approved it shall be accompanied by BOQ, failing which the contractor shall be responsible for deviation if any. Further, approval of Govt. / BBMP has to be obtained for the variation exceeding 5%.

31. Payments for Variations

31.1 Payment for increase in the quantities of an item in the BOQ up to 25% of that provided in the Bill of Quantities shall be made at the rates quoted by the Contractor.

31.2 For quantities in excess of 125% of the tendered quantity of an item as given in the BOQ, the Contractor shall be paid at the rate entered in or derived from in the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract.

31.3 If there is no rate for the additional, substituted or altered item of the work in the BOQ, efforts would be made to derive the rates from those given in the BOQ or the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) and if found feasible the payment would be made at the derived rate for the item plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract

31.4 If the rates for additional, substituted or altered item of work cannot be determined either as at 31.1 or 31.2 or 31,3 above, the Contractor shall be requested to submit his quotation for the items supported by analysis of the rate or rates claimed, within 7 days.

31.1 If the Contractor's quotation is determined unreasonable, the Employer may order the Variation and make a change to the Contract Price which shall be based on Employer’s own forecast of the effects of the Variation on the Contractor's costs.

31.6 If the Employer decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

31.7 Under no circumstances the Contractor shall suspend the work on the plea of non-settlement of rates for items falling under this Clause.

32. Submission of bills for payment

32.1 The Contractor shall submit to the Employer monthly bills of the value of the work completed less the cumulative amount paid previously.

32.2 The Employer shall check the Contractor's bill and determine the value of the work executed which shall comprise of (i) value of the quantities of the items in the BOQ completed and (ii) valuation of Variations and Compensation Events.

32.3 The Employer may exclude any item paid in a previous bill or reduce the proportion of any item previously paid in the light of later information.

33. Payments

33.1 Payments shall be adjusted for deductions for advance payments other than recoveries in terms of contract and taxes, at source, as applicable under the law. The Employer shall pay the Contractor the within 60 days of submission of bill. The contractor shall be liable to pay liquidated damages for shortfall in progress. For progress beyond the agreed programme payment is subject to availability of the grants.

33.2 Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

34. Compensation events

34.1 The following are Compensation events unless they are caused by the Contractor:

(a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the Contract Data.
(b) The Employer orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.
(c) The Employer instructs the Contractor to uncover or to carry out additional tests upon work which is then found to have no Defects.
(d) The Employer gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
(e) The effect on the Contractor of any of the Employer's Risks.
(f) The Employer unreasonably delays issuing a Certificate of Completion.
(g) Other Compensation Events listed in the Contract Data or mentioned in the Contract.

34.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date is extended. The Employer shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

34.3 As soon as information demonstrating the effect of each Compensation event upon the Contractor's forecast cost has been provided by the Contractor, it is to be assessed by the Employer and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Employer shall adjust the Contract Price based on Employer's own forecast. The Employer will assume that the Contractor will react competently and promptly to the event.

34.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having cooperated with the Employer.

35. Tax

35.1 The rates quoted by the Contractor shall be deemed to be inclusive of the sales and other taxes that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

36. Liquidated damages

36.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

36.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment of bill.

37. Cost of repairs

37.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. Finishing the Contract

38. Completion

38.1 The Contractor shall request the Employer to issue a Certificate of Completion of the Works and the Employer will do so upon deciding that the Work is completed.

39. Taking over

39.1 The Employer shall take over the Site and the Works within seven days of issuing a certificate of Completion.

40. Final account

40.1 The Contractor shall supply to the Employer a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Employer shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 90 days of receiving the Contractor's account if it is correct and complete. If it is not, the Employer shall issue within 90 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Employer shall decide on the amount payable to the Contractor and make payment within 60 days of receiving the Contractor's revised account.

41. As built drawings

41.1 If "as built" Drawings (completion drawings) are required, the Contractor shall supply them by the dates stated in the Contract Data.

41.2 If the Contractor does not supply the Drawings by the dates stated in the Contract Data, or they do not receive the Employer's approval, the Employer shall withhold the amount stated in the Contract Data from payments due to the Contractor.

42. Termination

42.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

42.2 Fundamental breaches of Contract include, but shall not be limited to the following:

(a) the Contractor stops work for 45 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Employer;

(b) Deleted.

(c) The Contractor becomes bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

(d) Deleted.

(e) the Employer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Employer;

(f) the Contractor does not maintain a security which is required;

(g) the Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data; and

(h) if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract.
For the purpose of this paragraph : "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at

artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition."

42.3 When either party to the Contract gives notice of a breach of contract to the Employer for a cause other than those listed under Sub Clause 42.2 above, the Employer shall decide whether the breach is fundamental or not.

42.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

42.5 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

43. Payment upon Termination

43.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Employer shall prepare bill for the value of the work done less advance payments received up to the date of the bill, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor the difference shall be a debt payable to the Employer.

43.2 If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Employer shall prepare bill for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract, and less taxes due to be deducted at source as per applicable law and make payment accordingly.

44. Property

44.1 All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor's default.

45. Release from performance

45.1 If the Contract is frustrated by any event entirely outside the control of either the Employer or the Contractor the Employer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made.

F. Special Conditions of Contract

1. **Labour :**

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

The Contractor shall, if required by the Employer, deliver to the Employer a return in detail, in such form and at such intervals as the Employer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Employer may require.

2. **Compliance with labour regulations** :

During continuance of the contract, the Contractor and his sub contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, Employer shall have the right to deduct any money due to the Contractor including his amount of security deposit. The Employer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

3. **Protection of Environment:**

The contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation. During continuance of the contract, the contractor and his sub-contractors shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

4. In the case of the death of a Contractor after executing the agreement / commencement of the work, his legal heir, if an eligible registered Contractor and willing can execute and complete the work at the accepted tender rates irrespective of the cost of the work.

[Add other Clauses specific to the work for which tenders are invited.]

SECTION 5: CONTRACT DATA

Items marked "N/A" do not apply in this Contract.

The following documents are also part of the Contract:
Clause Reference

The Employer is :

Name: The Commissioner [1.1]

Address: Bengaluru West City Corporation
I.P.P Building, 16th Cross, Malleshwaram, B'lore-03

Name of authorized Representative: Executive Engineer (.....)
.....

The name and identification number of the Contract is .....
..... [1.1]
[insert name and number as indicated in the Invitation for Tenders].

The Works consist of .....
[brief summary, including relationship to other contracts under the Project].

The start date shall be the date of issue of notice to proceed with the work. [1

The Intended Completion Date for the whole of the Works is
.....[1] [15, 22]

The following documents also form part of the Contract: [2.2]
.....
.....
.....

The Site Possession Date is[2]: [18]

The Site is located at ..... [1.1]
and is defined in drawings nos.....
.....

The Defects Liability Period is _____ days[3]. [27]

The liquidated damages for the whole of the works are
Rs..... (amount) per day [36]
(The amount is usually computed on the basis of 0.1% of the contract price per day. The amount has to be specified as a round figure nearest to the hundred.)

[1] At the time of preparation of the tender document give he period required for completion of work. When the Agreement is drawn after award of contract the dates can be put in.
[2] At the time of preparation of the tender document give the period after the issue of work order, when the site would be made available to the contractor, for example 'one week after the issue of work order'
[3] The period should depend upon the period required for testing of the work. In case of building it could be 12 months (passing of one rainy season); for pipe laying work, tanks, water retaining structures, the time required for testing; for canals, lining works, the passing of one monsoon or running of canal whichever is lower; roads and highways passing of one monsoon (12 months)

The maximum amount of liquidated damages for the whole of the works [36]
is Ten percent (10%) of final contract price.

The date by which “as-built” Drawings *(Completion drawings)* (in scale ...[4]) in 2 sets are required is within 30 days of issue of certificate of completion .
[41]

The amount to be withheld for failing to supply “as built”[5] drawings by the date required is Rs..... [41]

The following events shall also be fundamental breach of the contract : [42.2]

1. The contractor has contravened Sub-clause 7.1 and Clause 9 of CC.

The percentage to apply to the value of the work not completed representing the Employer's [43.1]
Additional cost for completing the Works shall be 30[6] percent (30%).

[4]specify the scale.
[5] The amount should be sufficient to get the completion drawings prepared by alternative agency in case the contractor fails to submit.
[6] Change if need be. It should be sufficient to get the balance of works completed by alternative agency.

SECTION 6: SPECIFICATIONS

SECTION 7: DRAWINGS

SECTION 8: BILL OF QUANTITIES
(Enclosed separately)

Sl. No.	Description of item (with brief specification and reference to Book of specification)	Quantity	Unit	Rate (Rs)		Amount (Rs)
				In figures	In words	
Total Tender Price (in figures)						
(in words)						

Note:

(1) Item for which no rate or price has been entered in will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities (refer: ITB Clause 7.2 and CC Clause 33.2).

(2) Unit rates and prices shall be quoted by the Tenderer in Indian Rupees.

(3) Where there is a discrepancy between the rate in figures and words, the lower of the two will govern. [ITB Clause 19.1(a)]

(1) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by quantity, the unit rate quoted shall govern [ITB Clause 19.1 (b)]

SECTION 9: FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

To: Office of the Executive Engineer, Electrical B.W.C.C,
BBMP office Building,
Robertson Road, Frazer Town,
Bangalore,

WHEREAS _____ *[name and address of Contractor]* (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ *[name of Contract and brief description of Works]* (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Rs._____ *[amount of guarantee]*[7] _Rupees_____*[in words]*, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ *[amount of guarantee]*[8] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 30 days from the date of expiry of the Defects Liability Period.

Signature and seal of the guarantor _____
Name of Bank _____
Address _____
Date _____

---

7 An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract

8 An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract